



confidentiality provision which, with few exceptions, requires strict confidentiality.

3.

Additionally, the Settlement Agreement, as part of the recitals, sets forth specific financial information of the Defendant, which was part of the settlement negotiations and which was considered by the parties in settlement. In this regard, Defendant produced for inspection certain financial statements and information through the mediation process. Some of the financial information has been recited in the Agreement.

4.

Additionally, and in order to administer settlement, the parties have attached to the Agreement a list of all Level I Inspectors and Level II Inspectors who are eligible to participate in settlement. Because settlement will be administered by a third party administrator who will be responsible for mailing notices to participants, verifying participant identity, issuing the payment and making applicable tax withholdings and reportings, the list of participants includes personally identifying information, including dates of birth, social security numbers and addresses.

5.

Additionally, and as part of resolution, Defendant is making certain pay practice changes. These changes have been recited in the Agreement.

6.

Because this Honorable Court is required to review the Agreement in considering the parties' Motion to Approve Settlement, it is necessary that it be filed and presented to the Court. The parties move that the Agreement be filed and kept under seal.

7.

The parties submit that there is justified, if not compelling reasons, to allow the Agreement to be filed and maintained under seal. First, the parties have agreed to confidentiality of the terms and conditions of settlement. Each eligible participant will receive a notice providing information concerning settlement and affirming the confidentiality of settlement. Without filing the Agreement under seal, the confidentiality provisions and obligations in the Agreement will be rendered meaningless, thus undermining a material term and condition of settlement. Not allowing the Agreement to be filed under seal may adversely affect resolution of this case and discourage litigants from being able to resolve contested and disputed litigation. Moreover, it may adversely affect the amount of settlement, which is not in the best interest of settlement participants.

8.

Additionally, the Settlement Agreement contains confidential and sensitive financial information of the Defendant, along with pay practices information. If said information were made public, it could be used by Defendant's competitors and would give IOS's competitors information that it could not otherwise obtain. This is clearly contrary to Defendant's legitimate business interests.

9.

Additionally, the Agreement presents personally identifying information of current and former employees of Defendant who have not yet joined this lawsuit. This includes names, dates of birth, social security numbers and addresses. Not allowing the Agreement to be filed under seal would make this sensitive and private information public. This is obviously contrary to the

best interests of the potential settlement participants, as it could facilitate identity theft.<sup>1</sup>

10.

Based on the foregoing and based on applicable legal standards, good cause exists for the granting of this Motion and for this Honorable Court allowing the Agreement to be filed and maintained under seal. See *Lee v. Veolia ES Indus. Servs. Inc.*, No. 12-cv-00136 (E.D. Tex. Oct. 28, 2013) (granting motion for leave to file FLSA settlement agreement under seal); *Ray v. Tex. Home Health of Am., LP*, 9:12-cv-22, 2012 U.S. Dist. LEXIS 85363, at \*1 (E.D. Tex. May 31, 2012); *Kaminski v. BWW Sugar Land Partners, Ltd.*, 4:10-cv-551 (S.D. Tex. Oct. 26, 2011) (Miller, J.) (granting motion to file confidential settlement agreement under seal); *LaFan v. E+Healthcare, LLC*, 4:08-cv-01002 (S.D. Tex. Oct. 16, 2009) (Ellison, J.) (granting the parties' motion to seal their settlement agreement); see also *Maxwell v. G.R.A.C.E. Cmty Servs.*, 4:09-cv-03989 (S.D. Tex. Nov. 19, 2012) (Harmon, J.) (sealing record from the parties' settlement conference).

WHEREFORE, the parties respectfully request that this Motion be granted, that the parties be granted leave of court to file the Agreement under seal and that the Agreement be filed and maintained under seal.

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<sup>1</sup> In fact, the E-Government Act of 2002 prohibits a party from filing pleadings or other documents which contain personally identify information, such as dates of birth, social security numbers and financial account information.

Respectfully Submitted:

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